entirely to support the contention of Mr. Daniels but they indicate that the general rule is by no means decisive in favor of the payee of a forged check or bill to which he has himself given credit by his indorsement. See also 13 MICH. L. REV. 602; 14 MICH. L. REV. 151.

BOUNDARIES—LINE MARKED AND SURVEYED PREVAILS OVER DESCRIPTION IN DEED.—Defendant and M, tenants in common, agreed to partition; they employed a surveyor to run the division line, which was done in presence of the co-owners. The deed of partition, however, described a line not in accord with the one marked out. In action by M's remote grantee to establish the boundary according to the deed, *held* the following instruction was correct: "* * * where, with a view to making a deed or a division, the parties go upon the land and have a line marked and surveyed, intending it to be the line and to be included in the deed, then the line so surveyed and marked prevails against the description in the deed where there is a difference between them." *Dudley* v. *Jeffress* (No. Car., 1919), 100 S. E. 253.

It is familiar and sound doctrine that where calls in a deed for monuments conflict with other calls the former shall in general prevail. *Hoban* v. *Cable,* 102 Mich. 206; *Whitehead* v. *Ragan,* 106 Mo. 231. And the rule is very properly applied where the deed calls for monuments which are not then in existence but which the parties later set. *Makepeace* v. *Bancroft,* 12 Mass. 469; *Lerned* v. *Morrill,* 2 N. H. 197. *Cf. Cleaveland* v. *Flagg,* 4 Cush. 76; *Miles* v. *Burrows,* 122 Mass. 579. Some courts have gone beyond this. For example, in *Burkholder* v. *Markley,* 98 Pa. 37, in an action of trespass the turning point was the proper location of a boundary line; if the line was to be run according to the calls in the deed, the defendant had trespassed; but if the true division line was one marked out by the parties on the land itself, then no trespass had been committed. The court held evidence should have been admitted as to the line actually marked out. *Emery* v. *Fowler,* 38 Me. 99, is to the same effect. It is this doctrine which is announced in the principal case. In an action to reform the deed or to establish a boundary line by acquiescence (see *Gertzer* v. *Kammerer,* 13 Phila. 190), such evidence would seem entirely proper. Since, however, land can be conveyed only by deed—or at least by a writing—it is submitted that the doctrine applied in the principal case goes a step too far.

CARRIERS—LIVE STOCK—INTERSTATE SHIPMENT—LIMITATION OF LIABILITY —TRANSPORTATION—TIME FOR CLAIM.—Plaintiff shipped a carload of horses from Texas to New York under a contract, *inter alia,* limiting the railway's liability to damages caused in actual transportation, claims for which were presented within five days. After arrival at destination and process of unloading under control of plaintiff had commenced the car was struck by another car and several of the horses were injured. *Held,* Clarke, McKenna, Brandeis and Day, JJ. dissenting, the car was still in transit and the provision as to notice applied. *Erie R. Co.* v. *Shuart* (1919), 39 Sup. Ct. 519.

On the question of notice where the injury is caused while the goods are still represented by the bill of lading, see 17 MICH. L. REV. 420, where a sim-